

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

Index No.:
Date Purchased:

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THE DAUGHTERS OF MARY, MOTHER OF OUR
SAVIOR and ST. JOSEPH'S CHAPEL, INC.

SUMMONS

Plaintiffs,

Plaintiffs designate Albany
County as the place of trial.

-against-

The basis of venue is:
Defendant's residence

MARK LASALLE, Individually and d/b/a MARK
LASALLE FINE ART and MARK R. ZAPLIN,

Defendant Mark Lasalle
resides at:

Defendants.

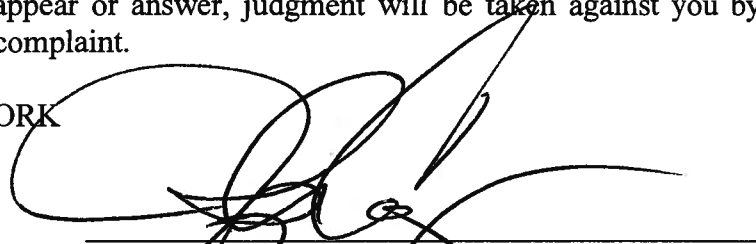
222 Loudon Road
Albany, New York 12211
County of ALBANY

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To the above named Defendants:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorney(s) within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: NEW YORK, NEW YORK
August 4, 2008



JOSEPH CAMPISI, ESQ.
SCHWARTZ GOLDSTONE & CAMPISI, LLP
Attorneys for Plaintiffs
ST. JOSEPH'S CHAPEL, INC. and THE
DAUGHTERS OF MARY MOTHER
OF OUR SAVIOR
90 Broad Street, Suite 403
New York, New York 10004
212-962-2800
Our File No. 3076

DEFENDANTS' ADDRESSES:

MARK LASALLE
222 Loudon Road
Albany, New York 12211-2016

MARK R. ZAPLIN
651 Canyon Road
Santa Fe, NM 87501-2721

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

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THE DAUGHTERS OF MARY, MOTHER OF OUR
SAVIOR and ST. JOSEPH'S CHAPEL, INC.

Plaintiffs,

Index No.:

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-against-

VERIFIED COMPLAINT

MARK LASALLE, Individually and d/b/a MARK
LASALLE FINE ART and MARK R. ZAPLIN,

Defendants.

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Plaintiffs **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.**, by their attorneys, **SCHWARTZ GOLDSTONE & CAMPISI, LLP**, complaining of the Defendants, respectfully allege upon information and belief:

1. Plaintiff **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** is unincorporated not for profit organization operating a congregation of traditional Catholic Sisters in the County of Albany, State of New York.

2. Plaintiff **ST. JOSEPH'S CHAPEL, INC.** is a domestic not for profit corporation duly organized and existed under the laws of the State of New York.

3. At all times herein mentioned, Defendant **MARK LASALLE** was, and still is, a resident of the County of Albany, State of New York.

4. At all times herein mentioned, Defendant **MARK R. ZAPLIN** was, and still is, a resident of the City of Santa Fe, State of New Mexico.

5. At all times herein mentioned, and during the years 2004 to 2006, Defendant **MARK LASALLE**, was doing business as **MARK LASALLE FINE ART**, and operating in

the County of Albany, State of New York, to sell, buy, display, broker and appraise works of fine art.

6. At all times herein mentioned, Defendant **MARK LASALLE** held himself out as an expert appraiser of art with more than twenty years of experience specializing in 19th and early 20th century American and European works of art.

7. **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** prior to August 4, 2006 were the owners of a painting entitled *Notre Dame Ange*, 1889, By William Adolphe Bougureau (hereinafter referred to as the "Painting").

8. On or about August 1, 2004, **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** consulted with and retained Defendant **MARK LASALLE** whereby Defendant **MARK LASALLE** was to appraise the value of the Painting and advise **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** of the fair market value and to render an estimate as to the price that could be obtained at auction.

9. On September 6, 2004 Defendant **MARK LASALLE**, pursuant to his Agreement with **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** provided a written and oral appraisal of the Painting, in its pre-restored condition, as having a fair market value of \$150,000 to \$250,000.

10. Defendant **MARK LASALLE** advised **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** that the aforementioned appraisal represented the fair market value and an amount that could be expected at auction.

11. On or about October 12, 2004, upon the recommendation of Defendant **MARK**

LASALLE, THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC., at substantial cost to themselves, contracted to have the Painting restored.

12. On or about February 9, 2006, upon the completion of the restoration, Defendant **MARK LASALLE**, pursuant to his Agreement with **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.**, provided an oral appraisal of the Painting as having a fair market value of \$350,000 to \$450,000.

13. Defendant **MARK LASALLE** advised **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.** that the aforementioned appraisal represented the fair market value and an amount that could be expected at auction.

14. On or about February 9, 2006, Defendant **MARK LASALLE** advised **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.** that he had located a good faith buyer, Defendant **MARK R. ZAPLIN**, for purchase of the Painting.

15. On or about February 9, 2006, Defendant **MARK LASALLE** advised **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.** that Defendant **MARK R. ZAPLIN** was willing to purchase the Painting for \$350,000.

16. Thereafter, Defendant **MARK LASALLE** advised **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.** that Defendant **MARK R. ZAPLIN** was now willing to purchase the Painting for \$450,000.

17. On or about August 4, 2006, Defendant **MARK R. ZAPLIN** contracted with **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.** to purchase the Painting for the price of \$450,000.

18. On or about August 4, 2006, Defendant **MARK R. ZAPLIN** on behalf of and together with Defendant **MARK LASALLE**, contracted with **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** to purchase the Painting for the price of \$450,000.

19. On or about August 4, 2006, Defendant **MARK LASALLE** contracted with **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** to purchase the Painting for the price of \$450,000.

20. On or about August 4, 2006, Defendant **MARK LASALLE** on behalf of and together with Defendant **MARK R. ZAPLIN** contracted with **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** to purchase the Painting for the price of \$450,000.

AS AND FOR THE FIRST CAUSE OF ACTION

21. At all times herein, **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** were relying upon the opinion, representations, statements and appraisals of Defendant **MARK LASALLE** in establishing a sale price based upon fair market value and what could be expected if the Painting was sold at auction.

22. At all times herein, Defendant **MARK LASALLE** was aware that **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** were relying upon his opinion, representations, statements and appraisals in establishing a sale price based upon fair market value and what could be expected if the Painting was sold at auction.

23. From February 9, 2006 until August 4, 2006 Defendant **MARK LASALLE** urged, encouraged and promoted the sale of the Painting to Defendant **MARK R. ZAPLIN**, at all times asserting that the offers from Defendant **MARK R. ZAPLIN** represented the most that could be obtained and thus obviating the need for an auction.

24. On or about September 6, 2004 the actual fair market value of the Painting, in its pre-restored condition, was in fact substantially above the appraised value represented by Defendant **MARK LASALLE** to be the fair market value.

25. Defendant **MARK LASALLE** should have known that the actual fair market value of the Painting, in its pre-restored condition, was in fact substantially above the appraised fair market value.

26. On or about February 9, 2006 the actual fair market value of the Painting, in its restored condition, was in fact substantially above the appraised value represented by Defendant **MARK LASALLE** to be the fair market value.

27. Defendant **MARK LASALLE** should have known that the actual fair market value of the Painting, in its restored condition, was in fact substantially above the appraised fair market value.

28. On or about August 4, 2006 the actual fair market value of the Painting was in fact substantially above the appraised value represented by Defendant **MARK LASALLE** to be the fair market value.

29. Defendant **MARK LASALLE** should have known that the actual fair market value of the Painting on August 4, 2006 was in fact substantially above the appraised fair market value.

30. **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST.**

JOSEPH'S CHAPEL, INC. relied on the appraisals, representations, opinions and statements as to fair market value submitted by Defendant **MARK LASALLE**, to their detriment, in selling the Painting for \$450,000.

31. In fact, on or about August 4, 2006 the fair market value of the Painting was approximately Two Million Two Hundred Thousand (\$2,200,000) Dollars.

32. Defendant **MARK LASALLE** should have known that the actual fair market value of the Painting on or about August 4, 2006 was approximately Two Million Two Hundred Thousand (\$2,200,000) Dollars.

33. The aforesaid sale of the Painting occurred as a result of the failure of Defendant **MARK LASALLE** to use accepted, accurate and proper appraisal methods and standards in appraising the Painting, and as a result of the negligence, carelessness and recklessness of Defendant **MARK LASALLE** in the appraisal of the Painting under the circumstances then and there prevailing.

34. By virtue of the foregoing, **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** have been damaged in a currently unknown sum but not less than ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND (\$1,750,000.00) DOLLARS.

AS AND FOR A SECOND CAUSE OF ACTION

35. That **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** repeat and reallege each and every allegation set forth in paragraphs 1 through 34 as if they were set forth at length herein.

36. That Defendant **MARK LASALLE** failed to perform and breached his contract

with **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** in that the appraisal was not performed in a professional manner and bore no resemblance to the actual fair market value or an amount that could be expected at auction.

37. That as a result of that breach, **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.**, to their detriment, used the appraisals provided by Defendant **MARK LASALLE** in evaluating the offers to purchase the Painting made by Defendant **MARK R. ZAPLIN**.

38. **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** had relied on appraisals, representations, opinions and statements of Defendant **MARK LASALLE** as to the fair market value of the Painting, to their detriment, in selling the Painting for \$450,000.

39. By virtue of the foregoing breach, **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** have been damaged in a currently unknown sum but not less than ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND (\$1,750,000.00) DOLLARS.

AS AND FOR A THIRD CAUSE OF ACTION

40. That **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** repeat and reallege each and every allegation set forth in paragraphs 1 through 39 as if they were set forth at length herein.

41. That defendant **MARK LASALLE** expressly and impliedly warranted, among other things, that the appraisals provided as to the fair market value of the Painting were performed in an expert, truthful and professional manner.

42. That **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** were induced to rely and did rely upon the warranties of Defendant **MARK LASALLE**.

43. That defendant **MARK LASALLE** breached those warranties in that the appraisals were of substandard quality in that they failed to provide an accurate assessment of the fair market value or an accurate assessment of a price for which the Painting would be sold at auction.

44. **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** relied on the warranties of Defendant **MARK LASALLE**, to their detriment, in selling the Painting for \$450,000.

45. That as a result of the breach of those warranties, **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** have been damaged in a currently unknown sum but not less than ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND (\$1,750,000.00) DOLLARS.

AS AND FOR A FOURTH CAUSE OF ACTION

46. That **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** repeat and reallege each and every allegation set forth in paragraphs 1 through 45 as if they were set forth at length herein.

47. Defendant **MARK LASALLE** made false and fraudulent statements of material fact regarding the fair market value of the painting and the expected price at auction. Specifically, all of the appraisals provided to **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** by Defendant **MARK LASALLE** were

in fact substantially below the actual fair market value and what could be expected at auction.

48. Defendant **MARK LASALLE**, both individually and acting in concert with Defendant **MARK R. ZAPLIN**, made false and fraudulent statements of material fact regarding the fair market value of the painting and the expected price at auction. Specifically, all of the appraisals provided to **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** by Defendant **MARK LASALLE** were in fact substantially below the actual fair market value and what could be expected at auction.

49. Defendant **MARK LASALLE** made false and fraudulent statements of material fact regarding the nature of the relationship between himself and Defendant **MARK R. ZAPLIN**. Specifically, Defendant **MARK R. ZAPLIN** was at no time a prospective good faith purchaser of the Painting.

50. Defendant **MARK LASALLE**, both individually and acting in concert with Defendant **MARK R. ZAPLIN**, made false and fraudulent statements of material fact regarding the nature of the relationship between himself and Defendant **MARK R. ZAPLIN**. Specifically, Defendant **MARK R. ZAPLIN** was at no time a prospective good faith purchaser of the Painting.

51. Defendant **MARK R. ZAPLIN** made false and fraudulent statements of material fact regarding the nature of the relationship between himself and Defendant **MARK LASALLE**. Specifically, Defendant **MARK R. ZAPLIN** was at no time a prospective good faith purchaser of the Painting.

52. Defendant **MARK R. ZAPLIN**, both individually and acting in concert with Defendant **MARK LASALLE**, made false and fraudulent statements of material fact regarding the nature of the relationship between himself and Defendant **MARK LASALLE**. Specifically,

Defendant **MARK R. ZAPLIN** was at no time a prospective good faith purchaser of the Painting.

53. Defendant **MARK LASALLE** knew that the appraisals and representations he made on or about September 6, 2004 regarding the fair market value of the pre-restored Painting were false, misleading and inaccurate.

54. Defendant **MARK LASALLE**, acting in concert with Defendant **MARK R. ZAPLIN** and with his full knowledge, knew that the appraisals and representations he made on or about September 6, 2004 regarding the fair market value of the pre-restored Painting were false, misleading and inaccurate.

55. Defendant **MARK LASALLE** knew that the appraisals and representations he made on or about February 9, 2006 regarding the fair market value of the restored Painting were false, misleading and inaccurate.

56. Defendant **MARK LASALLE**, acting in concert with Defendant **MARK R. ZAPLIN** and with his full knowledge, knew that the appraisals and representations he made on or about February 9, 2006 regarding the fair market value of the restored Painting were false, misleading and inaccurate.

57. At the time Defendant **MARK LASALLE** was providing **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** with an appraised fair market value and potential auction value of the Painting of \$350,000 to \$450,000 he had in fact obtained an independent appraisal and therefore was fully aware that the fair market value and amount that would be obtained at auction of the Painting would be between \$1,800,00 to \$2,200,000.

58. Defendant **MARK LASALLE** concealed the aforementioned independent

appraisal from **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.**

59. Defendant **MARK LASALLE** provided his aforementioned appraisals and representations in order to induce **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** to sell the Painting to Defendant **MARK R. ZAPLIN**.

60. Defendant **MARK LASALLE**, acting in concert with Defendant **MARK R. ZAPLIN** and with his full knowledge, made his aforementioned appraisals and representations in order to induce **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** to sell the Painting to Defendant **MARK R. ZAPLIN**.

61. Defendant **MARK R. ZAPLIN** was at all times aware of the false, fraudulent, inaccurate and misleading appraisals provided to **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** by Defendant **MARK LASALLE**.

62. Defendant **MARK R. ZAPLIN** was at all times aware of the fraudulent nature of the activities of Defendant **MARK LASALLE**.

63. Defendant **MARK LASALLE** was at all times aware that **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC** were relying upon his appraisals and representations to evaluate the fair market value of the Painting and the merits of offers of sale made by Defendant **MARK R. ZAPLIN**.

64. Defendant **MARK R. ZAPLIN** was at all times aware that **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC** were relying upon the inaccurate appraisals and representations of Defendant **MARK LASALLE** to evaluate the fair market value of the Painting and the merits of offers of sale made by Defendant **MARK**

R. ZAPLIN.

65. **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC** relied on the appraisals, representations, opinions and statements of Defendant **MARK LASALLE** as to the fair market value of the Painting, to their detriment, in selling the Painting for \$450,000.

66. Defendant **MARK R. ZAPLIN**, shortly after having obtained the Painting from **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.**, in fact, resold the Painting for a price in excess of \$2,000,000.

67. Defendant **MARK LASALLE**, shortly after having obtained the Painting from **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.**, in fact, resold the Painting for a price in excess of \$2,000,000.

68. Defendants **MARK LASALLE** and **MARK R. ZAPLIN**, acting together and in concert with one another, shortly after having obtained the Painting from **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.**, in fact, resold the Painting for a price in excess of \$2,000,000.

69. That the proceeds from the aforementioned sale have been retained by the Defendants **MARK LASALLE** and **MARK R. ZAPLIN** and have been misappropriated for their own benefit and use.

70. That the proceeds from the aforementioned sale have been retained by the Defendant **MARK LASALLE** and have been misappropriated for his own benefit and use.

71. That the proceeds from the aforementioned sale have been retained by the Defendant **MARK R. ZAPLIN** and have been misappropriated for his own benefit and use.

72. All of the aforementioned was done by Defendants **MARK LASALLE** and

MARK R. ZAPLIN in conspiracy and in conjunction with one another with the purpose of unjustly enriching themselves and to divert the property of **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC** for their own use and profit.

73. All of the aforementioned was done by Defendant **MARK LASALLE** for the purpose of unjustly enriching himself and to divert the property of **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC** for his own use and profit.

74. All of the aforementioned was done by Defendant **MARK R. ZAPLIN** for the purpose of unjustly enriching himself and to divert the property of **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC** for his own use and profit.

75. All of the aforementioned was done by the Defendants intentionally, deliberately, wantonly, maliciously, with evil motive, and with full knowledge of the perpetrated fraud against **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.**

76. That the actions of the Defendants were unconscionable, fraudulent, and outrageous and were undertaken with a reckless disregard to the consequences and damages such actions would cause to **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** and for the sole purpose of securing for their own unjust enrichment funds that rightfully belong to **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.**

77. By virtue of the foregoing acts of fraud, **THE DAUGHTERS OF MARY,**

MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC. have been damaged in a currently unknown sum but not less than ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND (\$1,750,000.00) DOLLARS.

78. By virtue of the foregoing, **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.** are entitled to recover punitive damages in the sum of FIFTY MILLION (\$50,000,000.00) DOLLARS.

AS AND FOR A FIFTH CAUSE OF ACTION

79. That **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.** repeat and reallege each and every allegation set forth in paragraphs 1 through 78 as if they were set forth at length herein.

80. That Defendant **MARK LASALLE** throughout his retention by **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.** owed **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.** a duty of trust, loyalty and an absence of wrongdoing.

81. At no time was Defendant **MARK R. ZAPLIN** a good faith buyer seeking to purchase the Painting at a fair market price but was in fact acting in concert with Defendant **MARK LASALLE** in an effort convert the property **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.**

82. In furtherance of the conspiracy Defendant **MARK LASALLE** intentionally misrepresented to **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR and ST. JOSEPH'S CHAPEL, INC.** the true nature of his relation with Defendant **MARK R. ZAPLIN.**

83. In furtherance of the conspiracy Defendant **MARK R. ZAPLIN** intentionally

misrepresented to **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** the true nature of his relation with Defendant **MARK LASALLE**.

84. At all times herein the continual misrepresentation by the Defendants **MARK LASALLE** and **MARK R. ZAPLIN** of the true nature of their relationship was done in an effort to induced and encourage **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** to sell the Painting to Defendant **MARK R. ZAPLIN** at a price far below its true value.

85. All of the aforementioned was done by the Defendants intentionally, maliciously, and with full knowledge of the perpetrated fraud against **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.**

86. That the actions of the Defendants were unconscionable fraudulent and deliberate and were undertaken for the sole purpose of securing for their own unjust enrichment funds that rightfully belong to **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** and with a disregard to the consequences and damages such actions would cause to **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.**

87. By virtue of the foregoing breach of the fiduciary duty owed to **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.**, breach of the covenant of good faith and fair dealing, **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** have been damaged in a currently unknown sum but not less than ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND (\$1,750,000.00) DOLLARS.

88. By virtue of the foregoing, **THE DAUGHTERS OF MARY, MOTHER OF**

OUR SAVIOR and **ST. JOSEPH'S CHAPEL, INC.** are entitled to recover punitive damages in the sum of FIFTY MILLION (\$50,000,000.00) DOLLARS.

**AS AND FOR A SIXTH CAUSE OF ACTION
FOR VIOLATION OF GENERAL BUSINESS LAW § 349**

89. That **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** repeat and reallege each and every allegation set forth in paragraphs 1 through 88 as if they were set forth at length herein.

90. General Business Law § 349 prohibits deceptive acts and practices in the conduct of any business, trade or commerce or in the furnishing of any service in the State of New York and make such acts and practices unlawful.

91. Defendants **MARK LASALLE** and **MARK R. ZAPLIN**, individually and together, through their agents, servants, representatives and/or employees, have engaged in deceptive acts and practices in violation of General Business Law § 349 by the aforementioned deceptive acts and practices which were done in bad faith, wantonly, willfully and maliciously.

92. As a result of the Defendants' violation of General Business Law § 349, **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** have been damaged in a currently unknown sum but not less than ONE MILLION SEVEN HUNDRED FIFTY THOUSAND (\$1,750,000.00) DOLLARS, plus interest.

93. As a result of Defendants' violation of General Business Law § 349, **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** are entitled to an attorneys' fee.

94. As a result of the Defendants' violation of General Business Law § 349, specifically the willful and wanton nature of the Defendants' conduct and the need to deter same

to prevent future public harm, **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** demand punitive damages in the amount of FIFTY MILLION (\$50,000,000.00) DOLLARS.

**AS AND FOR A SEVENTH CAUSE OF ACTION
FOR VIOLATION OF PENAL LAW § 155.05**

95. That **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** repeat and reallege each and every allegation set forth in paragraphs 1 through 94 as if they were set forth at length herein.

96. Penal Law § 155.05 prohibits the stealing of property, with intent to deprive another of property or to appropriate the same to himself or to a third person, by wrongfully taking, obtaining or withholding of another's property, by trick, embezzlement or false pretenses.

98. That the actions of the Defendants, acting in concert with one another, were unconscionable, fraudulent and deliberate and were undertaken with the intent to deprive **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** of the Painting by wrongfully taking and obtaining the property belonging to **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** by trick, embezzlement and false pretenses.

99. As a result of the Defendants' larceny and violation of Penal Law § 155.05, **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** have been damaged in a currently unknown sum but not less than ONE

MILLION SEVEN HUNDRED FIFTY THOUSAND (\$1,750,000.00) DOLLARS, plus interest.

100. As a result of the Defendants' larceny and violation of Penal Law § 155.05, **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** specifically the willful and wanton nature of the Defendants' conduct and the need to deter same to prevent future public harm, **THE DAUGHTERS OF MARY, MOTHER OF OUR SAVIOR** and **ST. JOSEPH'S CHAPEL, INC.** demand punitive damages in the amount of FIFTY MILLION (\$50,000,000.00) DOLLARS.

WHEREFORE, PLAINTIFFS demand judgment against the Defendants as follows:


- a. In the First Cause of Action, actual damages in an amount not less than ONE MILLION SEVEN HUNDRED FIFTY THOUSAND (\$1,750,000.00) DOLLARS;
- b. In the Second Cause of Action, actual damages in an amount not less than ONE MILLION SEVEN HUNDRED FIFTY THOUSAND (\$1,750,000.00) DOLLARS;
- c. In the Third Cause of Action, actual damages in the amount not less than ONE MILLION SEVEN HUNDRED FIFTY THOUSAND (\$1,750,000.00) DOLLARS;
- d. In the Fourth Cause of Action, actual damages in an amount not less than ONE MILLION SEVEN HUNDRED FIFTY THOUSAND (\$1,750,000.00) DOLLARS, plus punitive damages in an amount of FIFTY MILLION (\$50,000,000.00) DOLLARS;
- e. In the Fifth Cause of Action, actual damages in an amount not less than ONE MILLION SEVEN HUNDRED FIFTY THOUSAND (\$1,750,000.00) DOLLARS plus punitive damages in an amount of FIFTY MILLION (\$50,000,000.00) DOLLARS;
- f. In the Sixth Cause of Action, actual damages in an amount not less than

ONE MILLION SEVEN HUNDRED FIFTY THOUSAND (\$1,750,000.00) DOLLARS, plus attorney's fees in an amount to be determined and punitive damages in an amount of FIFTY MILLION (\$50,000,000.00) DOLLARS;

g. In the Seventh Cause of Action, actual damages in an amount not less than ONE MILLION SEVEN HUNDRED FIFTY THOUSAND (\$1,750,000.00) DOLLARS plus punitive damages in an amount of FIFTY MILLION (\$50,000,000.00) DOLLARS;

Dated: New York, New York
August 4, 2008

Yours, etc.



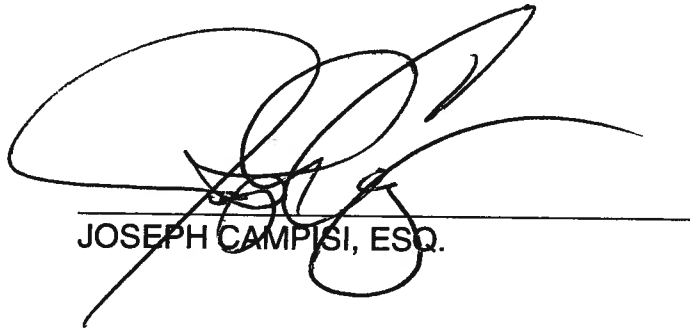
JOSEPH CAMPISI, ESQ.
SCHWARTZ GOLDSTONE & CAMPISI, LLP
Attorneys for Plaintiffs
ST. JOSEPH'S CHAPEL, INC. and THE
DAUGHTERS OF MARY, MOTHER
OF OUR SAVIOR
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New York, New York 10004
212-962-2800

ATTORNEY'S VERIFICATION

JOSEPH CAMPISI, an attorney duly admitted to practice law before the Courts of the State of New York, affirms the following to be true under the penalties of perjury: I am an attorney at SCHWARTZ GOLDSTONE & CAMPISI, LLP, attorneys of record for Plaintiffs herein. I have read the annexed **COMPLAINT** and know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged upon information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon facts, records, and other pertinent information contained in my files.

This verification is made by me because Plaintiffs are not presently in the county wherein I maintain my offices.

DATED: New York, New York
 August 8, 2008



JOSEPH CAMPISI, ESQ.